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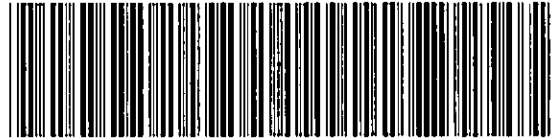
(Business Entity Name)

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2019 DEC 23 PM 2:26

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DEC 26 2019

CORPORATION SERVICE COMPANY  
1201 Hays Street  
Tallahassee, FL 32301  
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 112205 4321591

AUTHORIZATION :

COST LIMIT : \$ 70.00

ORDER DATE : December 23, 2019

ORDER TIME : 11:59 PM

ORDER NO. : 112205-010

CUSTOMER NO: 4321591

ARTICLES OF MERGER

NUI SALES MANAGEMENT, INC.

INTO

NUI CAPITAL CORP.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

\_\_\_\_\_ CERTIFIED COPY  
XX \_\_\_\_\_ PLAIN STAMPED COPY

CONTACT PERSON: Kadesha Roberson EXT 62980

EXAMINER'S INITIALS: \_\_\_\_\_

# ARTICLES OF MERGER

(Profit Corporations)

2019 DEC 23 PM 1:33

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

**First:** The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
NUI Capital Corp.	Florida	

**Second:** The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
NUI Sales Management, Inc.	Delaware	

**Third:** The Plan of Merger is attached.

**Fourth:** The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

**OR**      /      /      (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

**Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

**Fifth:** Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on \_\_\_\_\_.

The Plan of Merger was adopted by the board of directors of the surviving corporation on December 23, 2019 \_\_\_\_\_ and shareholder approval was not required.

**Sixth:** Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on \_\_\_\_\_.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on December 23, 2019 \_\_\_\_\_ and shareholder approval was not required.

(Attach additional sheets if necessary)

**Seventh: SIGNATURES FOR EACH CORPORATION**

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

NUI Sales Management, Inc.

David E. Slovensky, SVP and General Counsel

**NUI Capital Corp.**

David E. Slovensky, SVP and General Counsel

**Exhibit A**

**Plan of Merger**

**[attached]**

**AGREEMENT AND PLAN OF MERGER**

**OF**

**NUI SALES MANAGEMENT, INC.**

**AND**

**NUI CAPITAL CORP.**

**THIS AGREEMENT AND PLAN OF MERGER** (this "Agreement of Merger"), dated as of December 23, 2019, is made by and between NUI Sales Management, Inc., a Delaware corporation (the "Merged Entity"), and NUI Capital Corp., a Florida corporation ("NUI Capital" and, together with the Merged Entity, the "Constituent Entities").

**WHEREAS**, the Constituent Entities have agreed to the merger of the Merged Entity with and into NUI Capital (the "Merger");

**WHEREAS**, the Board of Directors of each Constituent Entity, as applicable, have each approved the Merger in accordance with the Delaware General Corporation Law (the "DGCL") or the Florida Business Corporation Act (the "FBCA" and, together with the DGCL, the "Code"), as applicable; and

**WHEREAS**, the Constituent Entities have agreed to execute this Agreement of Merger as provided under the Code.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, the Constituent Entities hereby agree as follows:

1. **The Merger.** Effective as of the time the Certificate of Ownership and Merger is filed with the Secretary of State of Delaware and the Articles of Merger are filed with the Secretary of State of Florida (the "Effective Time") in accordance with this Agreement of Merger and the Code, the Merged Entity shall be merged with and into NUI Capital, the separate existence of the Merged Entity shall cease, and NUI Capital shall continue as the surviving entity (the "Surviving Entity").

2. **Effect of the Merger.** When the Merger has been effected, the Surviving Entity shall thereupon and thereafter possess all the rights, privileges, powers and franchises of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Entities; and all the rights, privileges, powers and franchises of each of the Constituent Entities and all property, real, personal and mixed, including, without limitation, all tax attributes of the Constituent Entities, and all debts due to any of the Constituent Entities on whatever account, as well as stock subscriptions and all other things in action or belonging to any of such entities shall be vested in the Surviving Entity; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Entity as they were of the Constituent Entities, and the title to any real estate vested by deed or otherwise, in any of such Constituent Entities, shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of any of said Constituent Entities shall be preserved unimpaired, and all debts, liabilities and duties of the respective Constituent Entities shall thereafter attach to the Surviving Entity, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

3. **Consummation of the Merger.** The parties hereto will cause the Merger to be consummated by filing a Certificate of Ownership and Merger with the Secretary of State of Delaware and Articles of Merger with the Secretary of State of Florida in such form as required by, and executed in accordance with, the relevant provisions of the Code.

4. **Certificate of Incorporation.** The Articles of Incorporation of NUI Capital as in effect immediately prior to the Effective Time shall be the Articles of Incorporation (the "Charter") of the Surviving Entity.

5. **Bylaws.** The Bylaws of NUI Capital as in effect immediately prior to the Effective Time shall be the Bylaws (the "Bylaws") of the Surviving Entity.

6. **Directors and Officers.** The directors and officers of NUI Capital immediately prior to the Effective Time shall be the directors and officers of the Surviving Entity, and such persons shall serve in such offices for the terms provided by law or in the Charter or the Bylaws of the Surviving Entity, or until their respective successors are elected and qualified.

7. **Treatment of Interests.** At the Effective Time, by virtue of the Merger and without any action on the part of the Constituent Entities or the holders of any of the shares of capital stock of the Constituent Entities:

(b) Each share of each class or series of capital stock of the Merged Entity issued and outstanding, or held in treasury, immediately prior to the Effective Time will be canceled and no consideration shall be issued in respect thereof.

(a) Each share of each class or series of capital stock of NUI Capital issued and outstanding, or held in treasury, immediately prior to the Effective Time will remain an identical issued and outstanding, or treasury, share of the Surviving Entity, unaffected by the Merger and held by the person or entity who was the holder of such capital stock immediately prior to the Effective Time.

8. **Taking of Necessary Action.** Each of the Constituent Entities shall use all reasonable efforts to take all such actions as may be necessary or appropriate in order to effectuate the Merger under the Code or any other applicable laws. If, at any time after the Effective Time, any further action is necessary or desirable to carry out the purposes of this Agreement of Merger and to vest the Surviving Entity with full right, title and possession to all assets, property, rights, privileges, powers and franchises of any of the Constituent Entities, the officers and directors of the Surviving Entity are fully authorized in the name of any of the Constituent Entities to take all such lawful and necessary actions.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the Constituent Entities have caused this Agreement of Merger to be executed as of the date first above written.

NUI Sales Management, Inc., a Delaware corporation

By: 

Name: David E. Slovinsky

Title: Senior Vice President and General Counsel

NUI Capital Corp., a Florida corporation

By: 

Name: David E. Slovinsky

Title: Senior Vice President and General Counsel